

2024-204 (1)
AGREEMENT NO. _____

**AMENDMENT NO. [1] TO
AGREEMENT NO. 2024-204**

This **AMENDMENT NO. 1 TO AGREEMENT NO. 2024-204** is made and entered into on MAY 14 2025, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **FLOCK GROUP INC.** corporation authorized to do business in California (referred to herein as "CONTRACTOR").

RECITALS

WHEREAS, on June 2, 2021, CITY and CONTRACTOR entered into Agreement No. 2021-114 to allow CITY to access footage of installed Automatic License Plate Reading (LPR) cameras via a subscription at various locations throughout the CITY for the Bakersfield Police Department; and

WHEREAS, on April 26, 2023, CITY and CONTRACTOR entered into Agreement No. 2023-094 to allow CITY to access footage of additional installed Automatic License Plate Reading (ALPR) cameras; and

WHEREAS, on December 13, 2023, CITY and CONTRACTOR entered into Amendment No. 1 to Agreement No. 2023-094 for the purchase of Flock hardware to expand the Bakersfield Police Department ALPR system on a yearly subscription basis for the next five (5) years; and

WHEREAS, on July 24, 2024, CITY and CONTRACTOR entered into Agreement No. 2024-204 for the purchase of Flock Safety OS Elite package and Flock Safety Condor Fixed cameras with a yearly subscription basis for the next two (2) years; and

WHEREAS, CITY desires to amend Agreement No. 2024-204 to co-term all subscriptions on a yearly subscription basis for the next five (5) years; and

WHEREAS, CITY desires to purchase Flock's Safety Video Integration Gateway for the Bakersfield Police Department; and

WHEREAS, CITY anticipates the need for the purchase of additional Flock equipment; and

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

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1. Section 1 of Agreement No. 2024-204 entitled "**SCOPE OF WORK**" is hereby amended to read as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), CONTRACTOR shall perform the following: provide hardware and software installation, annual subscriptions, and professional services and products, including but not limited to Flock Safety Video Products, subscriptions to Flock Safety Flock OS, Flock Safety LPR Products, and Flock Safety FlockOS Add Ons, as set forth in more detail and pursuant to **Exhibit A**, attached hereto and incorporated herein. Access to the ALPR cameras and notifications will be provided to CITY on a yearly subscription basis for the next five (5) years. The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not.

2. Section 2 of Agreement No. 2024-204 entitled "**COMPENSATION/PAYMENT PROCEDURE**" is hereby amended to read as follows:

2. **COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay CONTRACTOR as follows in accordance with Exhibit A, attached hereto and incorporated by reference herein for performing the Scope of Work ("Compensation"):

A total, lump sum payment of \$2,152,500.00 made in five (5) installments after the Scope of Work is completed to CITY'S satisfaction per **Exhibit A**, such satisfaction not to be unreasonably withheld or delayed, which is attached hereto and incorporated by reference herein as follows:

- \$430,500.00 Year One
- \$430,500.00 Year Two
- \$430,500.00 Year Three
- \$430,500.00 Year Four
- \$430,500.00 Year Five

CITY may purchase additional equipment not included in the annual pricing set forth above, pursuant to the pricing and terms set forth in an estimate provided by CONTRACTOR upon request. CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an itemized invoice for the portions of the Scope of Work completed



and that invoice is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. In no case will CITY compensate CONTRACTOR more than \$3,000,000 for performing the Scope of Work and to purchase additional equipment on an as needed basis.

3. Section 3 of Agreement No. 2024-204 entitled "**TERM**" is hereby amended to read as follows:

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on May 13, 2030

4. Except as amended herein, all provisions of Agreement No. 2023-094 (1) and 2024-204 is of no further force and effect.

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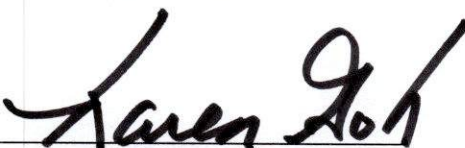
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 2024-204 to be executed the day and year first above written.

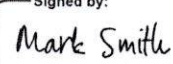
"CITY"

"CONTRACTOR"

CITY OF BAKERSFIELD

FLOCK GROUP INC.

By: 
KAREN GOH
Mayor

Signed by:
By: 
AC5C931454C24F3...
Print Name: Mark Smith
Title: General Counsel

APPROVED AS TO CONTENT:
TECHNOLOGY SERVICES DEPARTMENT

Signed by:
By: 
0AD747FB42E44C3
GREGORY PRONOVOST
Technology Services Director



APPROVED AS TO FORM:

VIRGINIA GENNARO

City Attorney

By: _____



ASHLEY ZAMBRANO

Deputy City Attorney

 initial

Insurance: _____

COUNTERSIGNED:

By: _____



RANDY MCKEEGAN

Finance Director

Attachment: Exhibit A – Flock Group, Inc Order Form

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Exhibit A

Flock Safety + CA - Bakersfield PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kyle Turner
kyle.turner@flocksafety.com
+19199364145

flock safety

flock safety

EXHIBIT A ORDER FORM

Customer:	CA - Bakersfield PD	Initial Term:	60 Months
Legal Entity Name:	CA - Bakersfield PD	Renewal Term:	60 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	Finance Department 1600 Truxton Ave Bakersfield, California 93301	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$430,500.00
Flock Safety Flock OS			
FlockOS™ -	Included	1	Included
FlockOS™ Elite Package	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	83	Included
Flock Safety LPR Flex, fka Falcon Flex	Included	5	Included
Flock Safety LPR - Flex Bundle, fka Falcon Flex Bundle	Included	5	Included
Flex - Solar Kit	Included	5	Included
Flock Safety Video Products			
Solar Video Camera Fixed, fka Condor	Included	40	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$430,500.00
Annual Recurring Subtotal:	\$430,500.00
Discounts:	\$280,000.00
Estimated Tax:	\$0.00
Contract Total:	\$2,152,500.00

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The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Special Terms:

• This Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference. Upon execution of this Agreement, all previously executed agreements pertaining to the Services provided shall run coterminous with the Term of this Agreement. In the event of any overlap in subscription terms and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on execution of new contract.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$430,500.00
Annual Recurring after Year 1	\$430,500.00
Contract Total	\$2,152,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$270,000.00
Flock Safety Add-ons	\$10,000.00
Flock Safety Professional Services	\$0.00

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Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS™ -	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety LPR Flex, fka Falcon Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Advanced Search	Advanced Search is an optional upgrade for Law Enforcement Grade Falcon cameras. Advanced Search includes Convoy Analysis, Multi Geo Search, and Visual Search.
Flock Safety LPR - Flex Bundle, fka Falcon Flex Bundle	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flex - Solar Kit	LPR 2.2 Camera and 65W side mount solar panel and band clamps for prolonged deployment.
FlockOS™ Elite Package	Distinguishing itself from traditional brick-and-mortar real-time crime centers (RTCCs) and other cloud-based solutions, FlockOS™ Elite is scalable and community-powered, offering a versatile, cloud-based RTCC platform.
Solar Video Camera Fixed, fka Condor	Law enforcement grade live streamed Solar powered Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming. AC power is also available if needed.

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By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - Bakersfield PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

CONTRACT: 1
COPY

Certificate Of Completion

Envelope Id: 32C8C9FC-E70E-439F-B0B7-CCBC25DC57B4

Status: Completed

Subject: Complete with Docusign: Flock agreement-Final.pdf

Source Envelope:

Document Pages: 9

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

City Clerk's Office

AutoNav: Enabled

city_clerk@bakersfieldcity.us

Envelopeld Stamping: Enabled

IP Address: 10.103.81.137

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: City Clerk's Office

Location: DocuSign

4/25/2025 11:17:22 AM

city_clerk@bakersfieldcity.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Bakersfield

Location: Docusign

Signer Events

Mark Smith

mark.smith@flocksafety.com

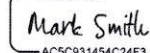
General Counsel

Flock Group Inc

Security Level: Email, Account Authentication
(None)

Signature

Signed by:


AC5C931454C24F3...

Signature Adoption: Pre-selected Style

Using IP Address: 75.238.138.252

Timestamp

Sent: 4/25/2025 11:20:43 AM

Viewed: 4/25/2025 3:36:24 PM

Signed: 4/25/2025 3:37:16 PM

Electronic Record and Signature Disclosure:

Accepted: 4/25/2025 3:36:24 PM

ID: c2c9a1a3-980c-48cc-bd62-1fdb6d0edf9e

Gregory Pronovost

gpronovost@bakersfieldcity.us

Technology Services Director

City of Bakersfield, Technology Services Department

Security Level: Email, Account Authentication
(None)

Signed by:


0AD747FB42E44C3...

Signature Adoption: Drawn on Device

Using IP Address: 174.46.226.5

Sent: 4/25/2025 3:37:17 PM

Viewed: 4/25/2025 3:47:51 PM

Signed: 4/25/2025 3:48:02 PM

Electronic Record and Signature Disclosure:

Accepted: 4/25/2025 3:47:51 PM

ID: c57334a9-ee00-4310-bf1f-52033a002a72

Jena Covey

jcovey@bakersfieldcity.us

RISK MANAGER

Security Level: Email, Account Authentication
(None)

Initial



Signature Adoption: Pre-selected Style

Using IP Address: 174.46.226.5

Sent: 4/25/2025 3:48:03 PM

Viewed: 4/28/2025 9:44:37 AM

Signed: 4/28/2025 9:45:46 AM

Electronic Record and Signature Disclosure:

Accepted: 4/28/2025 9:44:37 AM

ID: be5429cf-a7a2-4bbc-81b3-5432f6657757

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Caroline Fraher

caroline.fraher@flocksafety.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

COPIED

Sent: 4/28/2025 9:45:49 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

4/25/2025 11:20:43 AM

Envelope Updated

Security Checked

4/25/2025 11:57:16 AM

Certified Delivered

Security Checked

4/28/2025 9:44:37 AM

Signing Complete

Security Checked

4/28/2025 9:45:46 AM

Completed

Security Checked

4/28/2025 9:45:49 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Bakersfield (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Bakersfield:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: City_clerk@bakersfieldcity.us

To advise City of Bakersfield of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at City_clerk@bakersfieldcity.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Bakersfield

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to City_clerk@bakersfieldcity.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Bakersfield

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to City_clerk@bakersfieldcity.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Bakersfield as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Bakersfield during the course of your relationship with City of Bakersfield.

